

**U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
Eastern Division**

AT&T CAPITAL SERVICES, INC.,	:	
a Delaware corporation, and	:	
SBC GLOBAL SERVICES, INC.,	:	
a Delaware corporation	:	
Plaintiffs,	:	
vs.	:	
	:	
WTL FINANCIAL, INC.,	:	Case No. 1:07-cv-06428
a California corporation,	:	Honorable Mark Pilip
CHRISTOPHER WARREN,	:	
an individual,	:	
Defendants.	:	

MOTION FOR DEFAULT JUDGMENT

Plaintiffs AT&T Capital Services, Inc. and SBC Global Services, Inc. (collectively “AT&T”), by their attorneys, Chico & Nunes, P.C., respectfully move this Court pursuant to Federal Rule of Civil Procedure 55, for entry of a default judgment in their favor against defendants WTL Financial, Inc. (“WTL”) and Christopher Warren. In support of its motion, AT&T states as follows:

1. AT&T filed its Complaint against WTL and Mr. Warren on November 13, 2007.
2. WTL and Mr. Warren each was served with a summons and copy of the Complaint on December 1, 2007. (Copies of the affidavits evidencing proof of service are attached as Exhibits A and B, respectively.)
3. WTL and Mr. Warren each have failed to file an appearance, to answer the Complaint, or to otherwise plead as of the date of this motion.
4. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between parties that are citizens of different states.

5. Personal jurisdiction and venue in this Court is proper pursuant to the forum selection clause in the contract between the parties. (*See* Complaint at ¶ 6 and Ex. A, § 24.)

6 Pursuant to Federal Rule of Civil Procedure 55(b)(2), the Court may enter judgment by default for want of an appearance or for failure to plead.

7 As reflected in the Affidavit of Claudia Rodriguez, the Sales Support Manager responsible for overseeing the lease agreements at issue in this action, WTL is in default of its monetary obligations under two leases for telecommunications equipment in the amount of \$20,791.54 in delinquent payments owed and \$2,972.50 in interest accrued from April 1, 2007 to January 15, 2008 under CompleteLease Agreement No. 001-3814200-001, and in the amount of \$217,747.66 for telecommunication equipment and leasing services and \$31,140.90 in interest accrued from April 1, 2007 to January 15, 2008 under CompleteLease Agreement No. 001-3814200-002. (*See* Affidavit of Claudia Rodriguez, attached as Exhibit C, ¶¶ 13, 15, 28 and 30.) The total amount due from WTL under the leases as of January 15, 2008, including interest, is \$272,652.60 plus attorneys' fees and costs. (*Id.*)

8. Mr. Warren is in default of his monetary obligation under his personal guaranty of CompleteLease Agreement No. 001-3814200-001 in the total amount of \$23,764.04 plus attorneys' fees and costs. (*Id.* ¶¶ 13, 15, 37, 40.)

9. As of January 15, 2008, AT&T has incurred attorneys' fees in the total amount of \$14,225.50 and costs in the total amount of \$2,798.78 in pursuit of this action. (*Id.* ¶ 33.)

10. True and correct copies of the CompleteLease Agreement No. 001-3814200-001; Letter proposal dated January 26, 2007; Addendum to Master Agreement dated January 26, 2007; and CompleteLease Agreement No. 001-3814200-002 are attached to the Complaint as Exhibits A, B, C and E, respectively. True and correct copies of these

documents also are attached as Exhibits A, B, C, and D respectively to the Affidavit of Claudia Rodriguez. (*See* Exhibit C.)

11. WTL and/or Warren still are in possession of certain telecommunications equipment belonging to AT&T, set forth in detail in the Complaint. (Complaint at ¶ 38.) WTL and/or Warren are obligated to return the Equipment to AT&T or, in the alternative, to pay the value of the Equipment to AT&T in the amount of \$3,700 together with interest at the rate of 18% per annum from the date of the judgment pursuant to the lease agreements. (*See id.* ¶ 57.)

WHEREFORE, AT&T respectfully requests that this Court:

A. Enter a default judgment on the First through Ninth Claims for Relief of the Complaint in favor of AT&T and against WTL and Mr. Warren in the manner and form attached as Exhibit D; and

B. For such other relief as the Court deems proper.

Dated this 7th day of January, 2008.

/s/ Andrew M. Spangler, Jr.

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